

## TERMS OF USE AND PRIVACY POLICY

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.ifloat.biz](http://www.ifloat.biz) (our site), whether as a guest or a registered user, and the basis on which any personal data we collect from you, or that you provide to us, will be processed by us.

Please read the following carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them and consent to our use of your information in accordance with our policy. If you do not agree to these terms of use, or consent to our use of your information, please refrain from using our site.

### INFORMATION ABOUT US

[www.ifloat.biz](http://www.ifloat.biz) is a site operated by ifloat LLP, Registered as Company OC357582 in England and Wales, United Kingdom ("We"). Our service address is 10 Dominion Street, London EC2M 2EE.

We are committed to protecting and respecting your privacy. Please read the following to understand our views and practices regarding your personal data and how we will treat it.

### ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You are fully responsible for all activities that occur under your account. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use and privacy policy.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

### ACCEPTABLE USE

Our site is provided for your information only. When using our site you agree to comply with these terms of use and privacy policy and all applicable laws. Except as expressly permitted by these terms of use and privacy policy, you may not:

- Use our site in an unlawful or fraudulent manner or for such purposes, to collect personally identifiable information, or to impersonate other users;
- Modify our copyright/trademark or other proprietary right notices, or interfere with the security-related feature of our site;
- Take any action to interfere with, damage or disrupt any part of our site;
- Use our site to transmit or facilitate the transmission of any unsolicited or unauthorised advertising or promotional material;
- Engage in any conduct that restricts or inhibits any other use from using or enjoying our site.

### INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference as a shopping resource and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status and that of the retailer, online merchant or any other identified contributors as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **LINKS FROM OUR SITE**

Where our site contains links to other sites and resources provided by online merchants or other third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **ONLINE MERCHANTS AND THIRD PARTIES**

Your dealings with online merchants or other third parties via our site are solely between you and that third party. As such, when you engage in a transaction with a third party, you do so under their terms and policies, not ours. You use these services at your own risk and we accept no responsibility for them or for any loss or damage that may arise from your use of them. Complaints, questions and claims related to transactions with any third party should be directed to that third party.

## **RELIANCE ON INFORMATION POSTED**

Descriptions of goods, blog posts and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We do not verify all site content (e.g. information provided by online merchants and other third parties). For this and other reasons, such information may have errors, inaccuracies and omissions. As such, you should not rely on this information.

You are solely responsible for any actions or decisions you take based on materials and information available through our site, and should carry out your own research and investigation as appropriate.

We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

If there is a dispute between you and anyone accessing our site, or you and any third party in connection with our site, you understand and agree that we are under no obligation to become involved.

## **OUR SITE CHANGES REGULARLY**

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## **OUR LIABILITY**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and any third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **VIRUSES, HACKING AND OTHER OFFENCES**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## **LINKING TO OUR SITE**

You may not link to our site without our permission. If we do provide permission you may only do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with applicable local, national or international law, regulation and good industry practice.

If you wish to make any use of material on our site other than that set out above, please address your request to [admin@ifloat.biz](mailto:admin@ifloat.biz).

## **INFORMATION COLLECTED**

When setting up an account, you will be asked to provide us with your name, a user name, your email address and a password.

We may obtain information about your usage of our site to help us develop and improve it further.

## **WHAT DO WE USE YOUR INFORMATION FOR?**

We use your information for the following purposes:

- To serve website content to you;
- To communicate with you about our site;
- To update our records and generally maintain your account with us;
- If you contact us, we may keep a record of that correspondence and your contact details;
- For our statistical or survey purposes to improve this website and its services to you;
- To prevent or detect fraud or abuses of our site and enable third parties to carry out technical, logistical or other functions on our behalf;
- To notify you of products, promotions and special offers that may be of interest to you.

## **PROTECTING YOUR INFORMATION**

Our site uses up-to-date industry procedures to protect your personal information.

We employ security and care in our systems design and implementation to protect against the loss, misuse or alteration of information that we have collected from you via our site.

## **COOKIES**

A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information from the browser. We use cookies to keep track of your current browsing session, to personalise your experience and to record your choices in finding, filtering and picking products.

Most browsers allow you to turn off cookies. If you want to know how to do this, please consult your browsers help system / usage guide. If you do not accept cookies, your user experience will be impaired as much of the functionality of the site will become unavailable to you.

## **DISCLOSURE OF YOUR INFORMATION**

We will not disclose your information to any third party except under the following limited circumstances.

We may disclose your personal information to our service providers who operate elements of our web site service and process data on our behalf. These may include businesses who provide logistics and technology services such as hosting for our servers and email distribution, and business partners who provide delivery fulfilment services. Where such disclosures are made, this will be under contractual arrangements with us and carried out in accordance with the requirements of the Act.

We may also disclose your personal information to any successors in title to our business.

In assessing your request for goods or services, we may collect and use your information for the purposes of the prevention and detection of fraud. One of the purposes for which we may disclose your address and postcode details is to check against the IMRG Security Alert or any other Fraud Prevention Scheme. At all times where we disclose your information it will remain secure.

If you believe your details are incorrect please email us at [admin@ifloat.biz](mailto:admin@ifloat.biz), stating the problem and giving the correct details.

## **ACCESS TO INFORMATION**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you. You can exercise this right at any time by contacting us at [admin@ifloat.biz](mailto:admin@ifloat.biz).

## **JURISDICTION AND APPLICABLE LAW**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site. These terms of use are governed by English law.

## **VARIATIONS**

We may revise these terms of use and privacy policy at any time by amending this page and, where appropriate notified to you by email. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use and privacy policy may also be superseded by provisions or notices published elsewhere on our site.

## **CONTACT**

Questions, comments and requests regarding our terms of use and privacy policy are welcomed and should be addressed to [admin@ifloat.biz](mailto:admin@ifloat.biz).

If you have any concerns about material which appears on our site, please contact [admin@ifloat.biz](mailto:admin@ifloat.biz).

Thank you for visiting our site.